



Maintenance Contract

Agreement between:

Global Software, Inc.
3201 Beechleaf Ct. Ste. 170
Raleigh, NC 27604

("Global")

And

Cook County Government
Office of the Comptroller
118 N Clark Street Room 500
Chicago, IL 60602 ("Customer")

Term and Payment:

Term of maintenance will be for three years – non-cancellable starting January 1, 2014, and ending December 31, 2016. The three years are to be billed annually in the amount of \$6,950.00 each year. The first payment is due by January 1, 2014, the second payment is due by January 1, 2015 and the last payment is due by January 1, 2016.

Products covered under maintenance: ("Product")

Spreadsheet Server for use with JD Edwards – up to 10 users

Three year non-cancellable amount due:

\$ 6,950.00 (USD) by 1/1/14

Maintenance Services and Support Services

1. Annual Improvement, Maintenance and Support (AIMS) includes Services such as new Product releases, fixes, error analysis, updates to documentation, and application support. AIMS includes maintenance services to enable the Products to perform in accordance with the documentation, and support services in accordance with Global's standard policies. The following AIMS services, limited to the current release and one release back for the designated Products are included during each period of service: Maintenance shall include error analysis when the Products are not performing in conformance with the documentation; Fixes, as applicable, to ensure conformance with the documentation; documentation updates as necessary; and new releases as Global deems appropriate. New releases shall contain only standard code. Should Customer's Product contain non-standard code, whether created by Customer or delivered by Global, Customer is responsible for integrating any such non-standard code into the new release. The cost of solving any problem attributable to non-standard code not created by Global or attributable to interface software supplied by other vendors will be charged to Customer on a time and materials basis at Global's standard rates. Support services shall include Customer access to Global Customer Support. Customer Support includes reasonable consultation and assistance on proper use of the Products which can be accomplished by telephone or written correspondence. AIMS service is 24/7, 365 days a year.

2. This AIMS service shall be renewed for a period of one year at the end of the initial period of service and each subsequent year of service at the then current AIMS fee, unless this Agreement is terminated by either party at any time by prior written notice of at least thirty (30) days. The AIMS fee is subject to change at the end of each period of service upon written notice of at least sixty (60) days by Global.

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3. As to Products designated as PC Products, AIMS only includes maintenance services to enable PC Products to perform in accordance with the documentation on a single PC meeting the minimum hardware/software requirements stated in the documentation for each PC Product. Additional PC's will be the Customer's responsibility. Any technical support requested beyond information specified within the documentation will require additional charges.
4. All Product materials supplied by Global under this Maintenance Contract shall be subject to the Product License Agreement governing Customer's use of the Products. The preprinted terms and conditions of any purchase order or other document issued by Customer in connection with this Maintenance Contract which are in addition to, or inconsistent with, the provisions of this Maintenance Contract shall not be binding on Global and shall not be deemed to modify this Maintenance Contract.
5. Payment of this Maintenance Contract shall be made in full prior to the effective date of maintenance or upon receipt of invoice. Fees and payments are in U. S. Dollars unless otherwise indicated.
6. Global disclaims all warranties expressed or implied with regard to services provided under this Agreement, including all implied warranties of merchantability and fitness for a particular purpose.
7. Global shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement in excess of the maintenance and support charges paid by Customer pursuant to this Agreement during the current term in effect. In no event shall Global be liable for any special or consequential damages or for any direct damages or punitive damages even if advised of the possibility of such damages.
8. This Agreement shall be deemed entered into in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement contains the entire Agreement of the parties and may only be modified or supplemented by a written document signed by an authorized representative of each party.

Accepted By: Global Software, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

[Signature]
SUSAN GAGER
VP FINANCE CONTROLLER
3/3/14

Accepted By: Cook County Government

Signature: _____

Name: _____

Title: _____

Date: _____

[Signature]
SHAWN E. ANDREWS
CPB
31 March 2014